

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
D.C. Office of Personnel

## District Personnel Manual Issuance System

This bulletin should be filed behind the divider for Part III of DPM Chapter(s) <b>21B</b>
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### DPM Instruction No. 21B-5

**SUBJECT:** Optional Self-Financed Health Insurance Coverage  
under the Health Care Benefits Expansion Act of  
1992 (Domestic Partnership)

**DATE:** July 1, 2002

1. **Purpose**

The purpose of this instruction is to provide guidance on the procedures for the enrollment of eligible District of Columbia government employees and their domestic partners and their dependent(s) in the District of Columbia Employees' Health Benefits Program (DCEHB).

2. **Authority**

The Health Care Benefits Expansion Act of 1992 (D.C. Law 9-114; D.C. Official Code § 32-701 *et seq.*; 29 D.C.M.R. 8000 *et seq.*, Domestic Partnership (49 DCR 5419; June 14, 2002); and all pertinent provisions of Chapters 12 and 21B, Parts II and III of the District Personnel Manual (DPM).

3. **Applicability**

Only District government employees eligible for the DCEHB are eligible for the domestic partner health insurance coverage described in this instruction.

4. **Definitions**

- a. **Domestic partner** – A person with whom an employee maintains a committed relationship and who has registered the domestic partnership with the District of Columbia Department of Health (DOH).
- b. **Committed relationship** – A familial relationship between two (2) individuals characterized by mutual caring and the sharing of a mutual residence.
- c. **Dependent child of a domestic partner** – An unmarried person under 22 years of age who is a full-time student, or an unmarried person regardless of age who is incapable of self-support because of a mental or physical disability that existed before age 22. Includes a natural child, adopted child, stepchild, foster child, or child in the legal custody of a domestic partner.

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*Note: DPM Bulletins that are strictly procedural in nature have direct applicability only to agencies and employees under the personnel authority of the Mayor. Other personnel authorities or independent agencies may adopt any or all of these procedures or guidance materials for agencies and employees under their respective jurisdictions. [See DPM Chapter 2, Part II, and Subpart 1, § 1.3.]*

**Inquiries:** Policy & Program Development, Benefits Section (202) 442-9655

**Distribution:** Heads of Departments and Agencies, HR Advisors, and DPM Subscribers

**Retain Until Superseded**

## 5. Provisions

- a. A District of Columbia government employee eligible for the DCEHB may elect to enroll his or her domestic partner and the dependent children of the domestic partner upon employment or once annually during the DCEHB Program open enrollment period. In addition, employees newly registered in a domestic partnership are eligible to enroll their domestic partners and their dependents in the DCEHB within 31 days of the date the domestic partnership registration is issued by the DOH.
- b. An eligible employee will be required to have a valid domestic partner registration signed by both partners in order to enroll in the DCEHB. Each employee must present the valid domestic partner registration obtained from the DOH and complete an Affidavit of Domestic Partnership for Health Insurance Benefits.
- c. In the case of providing proof of the dependency of a child of a domestic partner, the employee will be required to show a birth certificate or other legal document demonstrating legal custodial care.
- d. The employee shall assume a 100% of the cost of the health insurance premium for his or her domestic partner and eligible dependent child(ren). The health insurance premiums shall be deducted on an after-tax basis directly from the employee's paycheck.
- e. Health benefits for domestic partners and their dependents shall be terminated upon the death of the employee.
- f. Upon the termination of District government service of the eligible employee, the domestic partner and his or her dependents may be eligible for Temporary Continuation of Coverage (TCC). The cost for the TCC will be the total cost of the premium plus an additional 2% administrative fee.
- g. Each employee must provide written notice to his or her D.C. Office of Personnel (DCOP) Benefits Representative if there are any changes of circumstances attested to in the health benefits affidavit.
- h. A domestic partnership may be terminated, with or without the consent of both partners, by filing a termination of domestic partnership statement with the DOH Registrar. The termination of the domestic partnership statement filed will become effective 6 months after the date the statement is filed with the DOH Registrar.
- i. An employee who terminates a domestic partnership as specified in section (h) above must notify his or her DCOP Benefits Representative within 30 days of the filing. Health benefits enrollment of the domestic partner and his or her dependents will continue, at the cost of the eligible District employee, during the 6 months that the termination of the domestic partnership is pending, provided District government employment is maintained. While the termination of domestic partnership is pending, neither partner may apply for a new certificate of domestic partnership. However, in the event of the death of a domestic partner, the waiting period shall not apply.

- j. The DCOP is responsible for processing and ensuring completeness of the employee's application for domestic partnership health insurance coverage under the DCEHB.

**6. Effective Date**

This instruction is effective immediately.

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Milou Carolan  
Director of Personnel

Attachment: Affidavit of Domestic Partnership for Health Insurance Benefits



**District of Columbia Employees Health Benefits Program**  
**Affidavit of Domestic Partnership For Health Benefits Enrollment**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Agency:** \_\_\_\_\_ **Social Security #:** \_\_\_\_\_

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**Section I.**

I, and \_\_\_\_\_, \_\_\_\_\_ are domestic partners, and we:  
(NAME: LAST, FIRST, MI) (SOCIAL SECURITY #)

- ?? share an exclusive, committed relationship that has been in existed for at least one (1) year;
- ?? have registered with the District of Columbia Department of Health;
- ?? are at least eighteen (18) years of age;
- ?? are unmarried;
- ?? are competent to contract;
- ?? are jointly financially responsible for “basic living expenses,” defined as the cost of basic food, shelter, and any other expenses of a domestic partner which are paid at least in part by a benefit or program for which the partner qualified because of the domestic partnership.

(**Note:** Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost. Documentation must be provided that clearly indicates joint financial responsibility).

**Section II.**

1. I understand that my domestic partner and his/her dependent child(ren) is/are eligible for enrollment only during open enrollment periods, or at the time of my hire.
2. I understand that this Affidavit shall be terminated upon the death of my domestic partner, or by a change in circumstance attested to in this affidavit.
3. I agree to provide written notice to my Benefits Representative if there is any change of circumstances attested to in the Affidavit within 30 days of the change. I understand, however, that

I will remain responsible for the payment of the premiums for health benefits coverage for my domestic partner and any dependents for a six (6) month period following the dissolution of the relationship.

4. After termination of this Affidavit, I understand that another Affidavit of Domestic Partnership for Health Insurance Benefits cannot be filed until the end of a six (6) month period following termination of domestic partnership.

### **Section III.**

1. We understand that the information contained in this Affidavit will be held confidential and will be subject to disclosure only upon our express written authorization or as required by law.
2. We understand that a civil action may be brought against us for any losses, including reasonable attorney fees and court costs, because of willful falsification of information contained in this Affidavit of Domestic Partnership for Health Benefits.
4. We understand that, in addition to the eligibility requirements of the District government for the purpose of domestic partner's coverage, there are terms and conditions of coverage set forth in the Service Agreement that the health care plan offered through the various health insurance plans to which we agree to be bound by.
5. We understand that willful falsification of information contained in this Affidavit may result in termination of our enrollment by the health care plan that we select for coverage.
6. We also certify under penalty of perjury under the laws of the District of Columbia, that the foregoing is true and accurate to the best of our knowledge.

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**Signature of Employee**

**Date**

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**Signature of Domestic Partner**

**Date**

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**Acknowledgment of Receipt (Director of Personnel or designee)**

**Date**